#### UNITED STATES BANKRUPTCY COURT SOUTHERN DISCTRICT OF NEW YORK

In re

LEHMAN BROTHERS HOLDINGS

INC., et al., Debtors

Chapter 11

Case No. 08-13555 (JMP) (Jointly Administered)

NOTICE OF TRANSFER OF CLAIM PURSUANT TO RULE 3001(e)(2)

A CLAIM HAS BEEN FILED IN THIS CASE (Lehman Brothers Holdings Inc., Debtor, Case No. 08-13555) or deemed filed under 11 U.S.C. 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim reference in this evidence and notice.

Conduit Capital Markets Ltd

Bank Julius Baer & Co. Ltd

Name of Transferee

Name of Transferor

\$960,000

58786

Proof of Claim Amount

Proof of Claim Number

You are hereby requested to make all future payments and distributions, and give all notices and other communications, in respect of the Claim to the Transferee at the address below.

TRANSFEREE: Conduit Capital Markets Ltd

Address:

12-13 Henrietta Street London WC2E 8LH United Kingdom Attn: Rakesh Chhabra

I declare under penalty of perjury that the information provided in this evidence and notice is true and correct to the best of my knowledge and belief.

By: Paul Morgan

Date: March 23, 2010

Title: Chief Executive Officer, Conduit Capital Markets Ltd

### AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

#### TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Bank Julius Baer & 1. Co. Ltd, ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Conduit Capital Markets Ltd (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 58786 filed by or on behalf of [Seller] (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or any other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other allowed unsecured claims that are not entitled to priority under section 507 of the Bankruptcy Code and that are not subordinated.
- 3. Seller hereby waives any objection to the transferr of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- Seller shall promptly (but in any event on no later than the third (3rd) business day (following receipt) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, , to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 23 day of March 2010.

Bank Julius Baer & Co. Ltd.

Name:

Title:

Bahnhofstras 8010 Zurich

Switzerland

Conduit Capital Markets Ltd

Name: Rakesh Chhabra

Title:Chief Financial Officer

12-13 Henrietta Street

London WC2E 8LH

533765v.2

# Transferred Claims

Purchased Claim

\$960,000 of "Unspecified Amount"\* (the outstanding amount of the Proof of Claim as of 30th October 2009, claim number 58786)

Lehman Programs Securities to which Transfer Relates

Description of ISIN/CUSIP Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Coupon Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Capital Protected XS0340756896 Note by Lehman Treasury BV with commodity basket payout	XS0340756898	[Lehman Brothers Treasury BV Co	Lehman Brothers Koldings Inc	USD 960,000	%0	28th July 2009 USD 960,000	USD 960,000

\*Unspecified amount: due to complex issues relating to the structure of the Lehman Program Securities, the Creditor identified in the Proof of Claim could not determine the value of its claim against the Issuer of the Lehman Program Securities. For more information, please refer to the "Addendum" of the Proof of Claim.

United States Bankruptcy Court/Souther Lehman Brothers Holdings Claims Proce- c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076			URITIES PROGRAMS OF OF CLAIM
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Lehman Broth	uthern District of New York ers Holdings Inc., Et Al.
Note: This form may not be used to based on Lehman Programs Secur <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as	ities as listed on	08-1	3555 (JMP) 0000058786
Name and address of Creditor: (and name Creditor)  Bank Julius Baer & Co. Lo Bahnhofstrasse 36 CH-8010 Zurich, Switzerl	td.	sent if different from	Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number:  (If known)
	Email: patrik.roos@juliusbaer.com mail Address:		Filed on:
Name and address where payment should	be sent (if different from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number: E.	mail Address:		
Provide the total amount of your clain Programs Securities as of September 15, 2 and whether such claim matured or becan dollars, using the exchange rate as applica you may attach a schedule with the claim	2008, whether you owned the Lehman ne fixed or liquidated before or after S able on September 15, 2008. If you are	Programs Securities on September 15, 2008. The claim as filing this claim with respect to	ber 15, 2008 or acquired them thereafter, mount must be stated in United States more than one Lehman Programs Security,
Amount of Claim: \$ See attached Ad	dendum (Required)		
Check this box if the amount of clair	n includes interest or other charges in	addition to the principal amount	due on the Lehman Programs Securities.
this claim with respect to more than one L which this claim relates.	ehman Programs Security, you may a	ttach a schedule with the ISINs f	hich this claim relates. If you are filing for the Lehman Programs Securities to
International Securities Identification	Number (ISIN): See attached Anno	ex A (Required)	
3. Provide the Clearstream Bank Blocking appropriate (each, a "Blocking Number") from your accountholder (i.e. the bank, br than one Lehman Programs Security, you relates.	Number, a Euroclear Bank Electroni for each Lehman Programs Security f oker or other entity that holds such se	c Reference Number, or other de or which you are filing a claim. curities on your behalf). If you a	You must acquire a Blocking Number are filing this claim with respect to more
Clearstream Bank Blocking Number, E	Curoclear Bank Electronic Instructio	n Reference Number and or o	ther depository blocking reference
See attached Annex A	(Require	d)	
4. Provide the Clearstream Bank, Eurocleyou are filing this claim. You must acquiaccountholder (i.e. the bank, broker or oth numbers.	re the relevant Clearstream Bank, Euro	oclear Bank or other depository t	Lehman Programs Securities for which participant account number from your should not provide their personal account
Accountholders Euroclear Bank, Clear	stream Bank or Other Depository P	articipant Account Number:	
See attached Annex A	(Required		
5. Consent to Euroclear Bank, Clearstriconsent to, and are deemed to have author disclose your identity and holdings of Leh reconciling claims and distributions.	rized, Euroclear Bank, Clearstream Ba Jaman Programs Securities to the Debto	nk or other depository to	OCT 3 0 2009
of the creditor or other number if different from	ofiling this claim must sign it. Sign an person authorized to file this claim an in the notice address above. Attach cop JLIUS BĀR & CO. AG	d state address and telephone	EPIO BANKRUPTCY SOLUTIONS, LLC
Penalty for presenting fraudulen	at claim: Fine of up to \$500,000 or im	prisonment for up to 5 years, or	both. 18 U.S.C. §§ 152 and 3571
2001 7.7	or, Michal		
P.R	100s l'habae	l benill	

#### INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

#### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

#### Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

#### DEFINITIONS

#### Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

#### Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

#### Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

#### **Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076
New York, NY 10150-5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009

#### INFORMATION\_

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a>) to view your filed proof of claim.

#### Offers to Purchase a Claim

Certain entities are in the business of purchasing Claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

## ADDENDUM TO LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM OF BANK JULIUS BAER & CO. LTD. AGAINST LEHMAN BROTHERS HOLDINGS INC.

- Program Securities (the "LPS") listed on the spreadsheet attached to this Proof of Claim (the "Proof of Claim"), the Creditor identified in the Proof of Claim cannot determine the value of its claim against the issuer of the Lehman Program Securities associated with the ISIN numbers specified in Annex A, hereto (such issuer, together with Lehman Brothers Holdings Inc., the "Debtors") in respect of the LPS (the "Unspecified Amount") at this time. Once these issues are resolved and the Unspecified Amount may be determined, the Creditor will amend this Proof of Claim to specify the amount of its claim.
- 2. In addition to the Unspecified Amount described above, the Creditor hereby asserts further claims against the Debtors for (i) any and all other damages, fees, costs and/or expenses incurred by the Creditor in connection with Debtor's failure to perform its obligations under the LPS, including, but not limited to, the Creditor's legal fees or other costs of collection; and (ii) any additional interest accrued in respect of (a) the Unspecified Amount and (b) the additional amounts set forth in clause (i) above through the date of payment, in each case to the extent the Creditor is entitled to such amounts pursuant to the applicable agreement or contract or applicable law (collectively, the "Additional Claims") (together with the Unspecified Amount, the "Claims"). The Additional Claims cannot be liquidated at this time but will be liquidated at or prior to the time of allowance.

- 3. Nothing herein or in the Proof of Claim modifies, alters, amends or waives any right the Creditor may have under the Bankruptcy Code, applicable bankruptcy laws in other jurisdictions, applicable non-bankruptcy laws or any agreement or understanding to assert and recover interest, costs, fees and expenses, including professional fees, from the Debtors.
- 4. The Creditor has filed this Addendum only with respect to the specified Proofs of Claims and the matters described therein. The Creditor and its affiliates have or may file additional proofs of claim against the Debtors and their affiliates (collectively, the "Debtor Entities") under the chapter 11 proceedings and under bankruptcy proceedings in other jurisdictions with respect to claims arising out of other transactions or matters.
- 5. The Creditor reserves its right to (a) assert any right of set-off, counterclaim or recoupment that it may now or in the future have against the Debtor Entities and (b) amend or supplement this Proof of Claim at any time.

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		Pg 9	9 of 11	

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ANN5214A6406	6040026	asn		20				
ANN5214A8717	6040006	asn		20				
ANN5214R2968	6040034	EUR		200				
ANN5214T3428	6040178	EUR		180				
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CH0027120986	6502465026111310	CHF			100,000			
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XS0128857413	6039600	EUR	1,358,000					
XS0137335468	6039601	gsn	100,000					
XS0159948784	6039602	asn	300,000					
XS0176153350	6039603	EUR	100,000					
XS0178969209	6039604	EUR	313,000					
XS0183944643	6039610	EUR	425,000					
XS0186243118	6039613	볽	30,000					
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XS0204933997	6040151	asn	640,000					
S0206245234	6039620	asn	300,000					
XS0207884379	6039628	OSD	100,000					
XS0208459023	6039629	EUR	100,000	0				
XS0210414750	6039631	GBP	215,000					
XS0210433206	6039630	ER	270,000	0				
(S0210782552	6039632	EUR	100,000					
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XS0313430463	6040267	EUR	25,000					
XS0314889154	6040266	asn	50,000					
XS0318224598	6040059	OSD	000'06					
XS0319862818	6040061	CHF	000'02					
XS0320520884	6040288	OSD	200,000					
XS0323493584	6040062	asn	20,000					
XS0324269488	6040068	EUR	100,000					
XS0324890440	6040013	CHF	360,000					
XS0326006540	6040075	EUR	4,150,000					
XS0326403200	6040289	asn	1,600,000					
XS0326427480	6040014	岩	750,000					
XS0326476693	6040141	GBP	20,000					
XS0326819728	6040015	EUR	290,000					
XS0327165550	6040140	asn	150,000					
XS0328064810	6040142	OSD	400,000					
XS0328596316	6040144	OSD	370,000					
XS0329812084	6040146	CHF	120,000					
XS0331533256	6040148	asn	271,000					
XS0332109221	6040149	asn	450,000					
XS0332612505	6040052	asn	372,000					
XS0334595138	6040150	CHF	250,000					
XS0336633150	6040153	CHF		58				
XS0336707459	6040129	GBP	1,000,000					
XS0337337710	6040155	당	50,000					
XS0337685670	6040168	OSD	150,000					
XS0337787161	6040268	OSD	20,000					
XS0338495087	6040138	EUR	30,000					
XS0339537390	6040139	EUR	84,000					
XS0340756898	6040171	OSD	000'000					
XSD345288459	6040173	OSD	25,000					
XS0347732892	6040175	OSD	160,000					
XS0351979587	6040179	吊	19,000					
XS0353557233	6055921	OSO	90,000					
XS0363471631	6040290	OSD	100,000,					

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